

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
TYLER DIVISION**

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|--------------------------------|---|--------------------------------|
| FRACTUS, S.A., | § | |
| | § | |
| Plaintiff, | § | Civil Action No. 6:09-cv-00203 |
| | § | |
| v. | § | |
| | § | |
| SAMSUNG ELECTRONICS CO., LTD.; | § | |
| <i>et al.</i> | § | |
| Defendants. | § | |

**STIPULATED ORDER ON EXECUTION OF
JUDGMENT AGAINST SAMSUNG**

The parties have agreed as follows:

A. Defendants Samsung Electronics Co., Ltd.; Samsung Telecommunications America LLC; Samsung Electronics Research Institute; and Samsung Semiconductor Europe GmbH (collectively, “Samsung”) will not be required to post bond or other security pending appeal. Plaintiff Fractus, S.A. (“Fractus”) has agreed to accept the verification of Exhibit A to this Stipulated Order as sufficient evidence of Samsung’s continuing ability to satisfy the judgment in this matter.

B. Samsung agrees that, as provided in Exhibit A, Samsung will pay within 15 (fifteen) days after all appeal and remand proceedings have been completed, or the applicable times for such proceedings have expired, or in the event that the Judgment is affirmed on appeal, within 15 (fifteen) days after the mandate issues, any payments then due under the Judgment.

C. In reliance on the certification of Exhibit A and Samsung’s obligations in paragraph B immediately above, Fractus agrees that it will not execute before 15 (fifteen) days after the mandate issues.

D. Any party can move the Court for modification, failing agreement between the parties on such modification, under any circumstances which that party deems sufficient to justify modification, such modification to include, but is not limited to, Samsung posting a bond or other security if circumstances are sufficient to justify such modification of this stipulation.

E. The motion and stipulated order are agreed as to form and content by the parties, and the Court hereby GRANTS same and the Stipulation is so ORDERED.

So ORDERED and SIGNED this 23rd day of July, 2012.

A handwritten signature in black ink, appearing to read 'Leonard Davis', written over a horizontal line.

**LEONARD DAVIS
UNITED STATES DISTRICT JUDGE**